



## MEMORANDUM

Agenda Item No. 7(Q)(1)(A)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed. D.  
and Members, Board of County Commissioners

DATE: March 16, 2004

FROM:   
George M. Burgess  
County Manager

SUBJECT: Resolution Authorizing County  
Manager to Execute Lease for  
Real Property Agreement with  
United States of America (CBP)

### RECOMMENDATION

It is recommended that the Board approve the accompanying resolution authorizing the County Manager to execute a Lease for Real Property Agreement between Miami-Dade County and the United States of America ("Government") for office space use by U.S. Customs and Border Protection ("CBP") staff at the Dante B. Fascell Port of Miami-Dade.

### BACKGROUND

Throughout the years, the Immigration and Naturalization Service ("INS") -now part of CBP- has played an important role in the expansion and success of the Port of Miami. As a result of the Seaport's growth in cargo and passenger volumes, as well as increased security measures following the events of September 11, 2001, INS operations and staff have increased significantly at the Port of Miami. To accommodate this increased activity, the Port has historically identified and provided office space for the INS.

The proposed Lease For Real Property Agreement ("Agreement") provides for usage of 20,700 rentable square feet of office and related space and 74 parking spaces at Terminal 7 by the Government for a period of five years, commencing on July 1, 2004. In return, the Government will pay the County \$594,918 annual rent (\$28.74 per s.f.) with annual CPI adjustments applied to the operation cost base of the per square foot amount (\$7). The \$28.74 rate includes the Tariff office rate of \$17 per square foot and the tenant parking rate of \$3 per space per day.

Also as part of the proposed Agreement, the County agrees to provide \$616,420 for certain customized tenant improvements to the leased area. The Government will reimburse the Port the total cost of the mutually agreed customized tenant improvements, amortized over the full term of the Agreement (5 years) at the rate of 5% (amortized monthly). This reimbursement amount is included in the \$28.74 per s.f. rate.

Should the customized improvements exceed the aforementioned \$616,420 amount, the Government will reimburse the Port with a lump sum payment.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** March 16, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7(Q)(1)(A)

Please note any items checked.

- \_\_\_\_\_ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- \_\_\_\_\_ 6 weeks required between first reading and public hearing
- \_\_\_\_\_ 4 weeks notification to municipal officials required prior to public hearing
- \_\_\_\_\_ Decreases revenues or increases expenditures without balancing budget
- \_\_\_\_\_ Budget required
- \_\_\_\_\_ Statement of fiscal impact required
- \_\_\_\_\_ Bid waiver requiring County Manager's written recommendation
- \_\_\_\_\_ Ordinance creating a new board requires detailed County Manager's report for public hearing
- \_\_\_\_\_ Housekeeping item (no policy decision required)
- \_\_\_\_\_ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 7(Q)(1)(A)  
3-16-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING COUNTY MANAGER TO EXECUTE LEASE FOR REAL PROPERTY AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE UNITED STATES OF AMERICA FOR OFFICE SPACE USE BY U.S. CUSTOMS AND BORDER PROTECTION AT THE DANTE B. FASCELL PORT OF MIAMI-DADE; AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute a Lease For Real Property Agreement between Miami-Dade County and the United States of America for office space use by U.S. Customs and Border Protection at the Dante B. Fascell Port of Miami-Dade; in substantially the form attached, after review and approval by the County Attorney's Office; and to exercise all rights conferred therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_,  
who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_  
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson

Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro

Betty T. Ferguson

Joe A. Martinez

Dennis C. Moss

Natacha Seijas

Sen. Javier D. Souto

Jose "Pepe" Diaz

Sally A. Heyman

Jimmy L. Morales

Dorrian D. Rolle

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of March, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. JMM

By: \_\_\_\_\_  
Deputy Clerk

Jess M. McCarty



U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-04B-43835

THIS LEASE, made and entered into this date by and between

whose address is Miami-Dade County  
Port of Miami  
1015 North America Way, 2<sup>nd</sup> Floor  
Miami, Florida 33132

and whose interest in the property hereinafter described is that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

20,700 rentable square feet (or 18,500 usable square feet) of office and related space, including 74 surface parking spaces, at Terminal 7 of the Port of Miami, 901 South America Way, Miami, Florida 33132 to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2004 through June 30, 2009.
3. The Government shall pay the Lessor annual rent of \$594,991.27 at the rate of \$49,582.61 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Miami-Dade Seaport Department  
Attn: Accounting Division  
1015 North America Way, 2<sup>nd</sup> Floor  
Miami, Florida 33132

4. ~~The Government may terminate this lease at any time on or after DATE OF FIRM TERM, by giving at least # OF DAYS NOTICE days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~ *LL*

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing~~ *LL*

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Fully Serviced Lease: Those facilities, services, supplies, utilities, landscaping, and maintenance in accordance with Solicitation for Offers No. GS-04B-43835.
  - B. Post-Award Design and Construction Services in accordance with Solicitation for Offers No. GS-04B-43835.
  - C. Tenant Buildout in accordance with Solicitation for Offers No. GS-04B-43835 and design drawings identified in Attachment A.
  - D. Lessor shall provide 74 surface parking spaces at no additional charge to the Government identified in Attachment B.
7. The following are attached and made a part hereof:  
~~The General Provisions and Instructions (Standard Form 2 - A~~ \_\_\_\_\_ ~~edition).~~ *22*
- A. Standard Form 2 and Attachment A to Standard Form 2
  - B. Solicitation for Offers No. GS-04B-43835 (35 pages).
  - C. GSA Form 3517B (General Clauses, REV 9/01, 27 pages)
  - D. GSA Form 3518 (Representations and Certifications, 4 pages)
  - E. Exhibit A, Design Drawings.
  - F. Exhibit B, Parking Location.
  - G. Exhibit C, Davis Bacon Wage Rates dated June 13, 2003.
  - H. Exhibit D, Special Provision To Lease Between Miami-Dade Seaport Department and U.S. General Services Administration (10 pages).
8. ~~The following changes were made in this lease prior to its execution:~~ *22*

Page 2 of 4

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR MIAMI-DADE COUNTY

BY \_\_\_\_\_  
Authorized Official, Title (Signature)

IN PRESENCE OF:

\_\_\_\_\_  
(Signature) (Address)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

*JMM*

Assistant County Attorney

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY \_\_\_\_\_ Contracting Officer  
(Signature) (Official title)

9. The date of this lease, is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated \_\_\_\_\_, submitted by the Lessor under SFO No. GS-04B-43835. This lease reflects the terms and conditions of the accepted offer.
10. It is mutually agreed that the square foot area covered by this lease is 20,700 rentable square feet, or 18,500 usable square feet. If a mutual field measurement is required and the measurement is less than 18,500 usable square feet, the annual rental will be reduced by the usable rental rate identified in Paragraph 21 below.
11. For the purposes of calculating the annual Operating Cost Escalation in accordance with Paragraph 3.4 of the SFO, the base operating cost is \$7.00 per rentable square foot for 20,700 rentable square feet.
12. The Lessor's Tax Payer Identification Number is: 596000573
13. In accordance with Paragraph 3.10 (Adjustment for Vacant Premises), the adjustment is established as \$0.00 (rental reduction) per BOMA usable square foot.
14. In accordance with Paragraph 7.3, (Overtime Usage), the rate for overtime usage is established as \$0.00 per hour. Utilities are to be provided 24 hours per day, seven days per week.
15. It is mutually agreed that all improvements and alterations of, and to the building shall comply with the standards specified in the Solicitation for Offers and all other attachments, collectively known as the Lease.
16. Radon Certification must be furnished within 30 days after occupancy by the Government. Any corrective action must be completed within 30 days after tests are completed, then re-tested and results forwarded to the Contracting Officer.
17. The lease commencement date of July 1, 2004, in Paragraph 2 of Standard Form 2 is the estimated effective date. The actual lease effective date shall be the date the space has been inspected by the Contracting Officer's representative and determined to be substantially complete. The actual effective date will be established by Supplemental Lease Agreement if it is different than July 1, 2004. No rental shall accrue until the actual effective date. This date shall be determined in accordance with Paragraph 10 of GSA Form 3517, General Clauses (Delivery and Condition).
18. It is agreed by the parties hereto that, upon execution, this Lease contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease, unless otherwise attached and made part of this agreement.

INITIALS:

                      
LESSOR

&

                      
GOVERNMENT

X

19. The Contracting Officer represents the General Services Administration as agent with authority to enter into the lease on behalf of the Government and executes this document in his official capacity only and not as an individual.

20. RENTAL RATE SCHEDULE

	<u>Rentable</u>	<u>Common Area Factor</u>	<u>Usable</u>
Square Feet	20,700 rsf	1.1189189	18,500 usf
Base Rental			
Shell:	\$15.00	1.1189189	<del>\$16.78378</del> 16.7838 ✓ 22
Taxes:	\$0.00	1.1189189	\$ 0.0000
Operation Cost Base:	\$7.00	1.1189189	<del>\$ 7.83243</del> 7.8325 ✓ 22
Tenant Improvements:	\$6.74	1.1189189	<del>\$ 7.54547</del> 7.5416 ✓ 22
ANNUAL RATE	\$28.74	1.1189189	\$32.16169 32.1579 ✓ 22
ANNUAL RENT	<del>\$594,991.27</del> 594,918.00 ✓ 22	<del>1.1189189</del>	<del>\$594,991.27</del> 594,921.15 ✓ 22

NOTE:

In accordance with Section 1.8, E.1.d of this lease, the Lessor agrees to provide \$33.32 per ANSI/BOMA square foot (or a total of \$616,420.00) for purposes of tenant buildout of the Government-demised area. The definition of "tenant improvements" is defined in Section 1.10 of this lease.

In accordance with the provisions established in this lease, the total cost of mutually agreed tenant improvements will be amortized over the full term of this agreement, 5 years, at the rate of 5.00% (amortized monthly).

21. If the "reasonable cost" of Tenant Improvements exceeds the maximum amount to be financed by the Lessor (\$616,420.00), the difference shall be funded via a one-time, lump sum payment after the determination of substantial completion of the premises and the improvements contemplated by the Government.

INITIALS:                      & LL  
LESSOR GOVERNMENT



GSA Southeast Sunbelt Region

## SOLICITATION FOR OFFERS GS-04B-43835

THE GOVERNMENT DESIRES TO LEASE  
APPROXIMATELY 20,350 RENTABLE SQUARE FEET  
THAT WILL YIELD  
18,500 ANSI/BOMA OFFICE AREA SQUARE FEET OF OFFICE AND RELATED SPACE

IN

MIAMI, FLORIDA

STEVE D. DIETZ  
CONTRACTING OFFICER

TELE: (954) 356-7698 EXT.114  
FAX: (954) 356-7675

The information collection requirements contained in this Solicitation/Contract that are not required by the regulation have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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## **1.0 SUMMARY**

### **1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)**

- A. The General Services Administration (GSA) is interested in leasing approximately 20,350 rentable square feet of space. The rentable space shall yield 18,500 ANSI/BOMA Office Area (previously Usable) square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO).
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
1. narrow column spacing;
  2. atriums, light wells, or other areas interrupting contiguous spaces;
  3. extremely long, narrow runs of space;
  4. irregular space configurations; or
  5. other unusual building features.
  6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

### **1.2 AREA OF CONSIDERATION**

Miami, Florida.

### **1.3 LOCATION: CITY CENTER (SEP 2000)**

- A. NEIGHBORHOOD: Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained. No buildings of industrial or warehouse type appearance will be considered.
- B. LOCATION AMENITIES: A variety of inexpensive and moderately priced fast food and/or eat-in restaurants shall be located within 8 blocks. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within 8 blocks.

### **1.4 UNIQUE REQUIREMENTS**

Refer to SFO Section 10.

### **1.5 LEASE TERM (SEP 2000)**

The lease term is for ten (10) years firm. All terms and conditions contained herein shall prevail throughout the term of the lease.

### **1.6 OFFER DUE DATE**

Offers are due by July 1, 2003 and shall remain open until lease award.

### **1.7 OCCUPANCY DATE (SEP 2000)**

Occupancy is required 120 days from the date construction permits are issued. Occupancy may occur sooner if space is substantially complete and is accepted by the Government.



**1.8 HOW TO OFFER (SEP 2000)**

A. Offers shall be submitted to the Contracting Officer at:  
General Services Administration  
Realty Services Division  
Atrium West, Suite 119  
7771 West Oakland Park Boulevard  
Sunrise, Florida 33351

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. SFO Attachments:

- a. Instructions to Offeror
- b. Building and Owner Identification and Certification
- c. Rate Structure

2. GSA Form 1217, Lessor's Annual Cost Statement (Jul 94).

3. GSA Form 3518, Representatives and Certifications (Rev 9/01).

4. First generation blue-line plans of the space offered, scaled at 1/8" = 1'-0" (preferred) or larger.

- a. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within 14 days.
- b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
- c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.

5. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.

6. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.

7. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.

8. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.

D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.

**E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:**

1. Rate structure required from subparagraph B shall include the following:

- a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base

building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.

- b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
- c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.
- d. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Alteration Allowance shall be \$33.32 per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Alteration Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
- e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
- f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.
- g. The Government will occupy the building "as is" subject to tenant improvements to the demised area.

#### 1.9 BUILDING SHELL REQUIREMENTS (SEP 2000)

- A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall include the following. **Any demolition of existing improvements, which is necessary to satisfy the Government's layout, shall be done at the Lessor's expense.**
  - 1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.
  - 2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with both the ADAAG and the UFAS and shall be installed and coordinated with Tenant Improvements. Refer to the "Accessibility" paragraph and the "Accessibility and Seismic Safety" paragraph in the AWARD FACTORS section of this SFO.
  - 3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
  - 4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
  - 5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
  - 6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
  - 7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
  - 8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
  - 9. Electrical power distribution shall be provided in vertically stacked electrical rooms, with capacity at 277/480 volt and 120/208 volt, 3 phase, 4 wire + ground system to provide a minimum of 7 watts per BOMA Office Area (usable) square foot for tenant use. This capacity shall be provided at appropriate voltages for tenant lighting and tenant receptacle/equipment loads. Distribution equipment required by the shell requirements of this SFO shall include all main service equipment,

distribution panelboards, transformers, lighting and appliance panelboards, associated feeders, and all branch circuit breakers to accommodate the loads and quantities of devices required by this SFO.

10. **LIGHTING:** Base building lighting fixtures required by SFO Section 6.0 Mechanical, Electrical, Plumbing shall be installed in the ceiling grid at the rate of 1 fixture per 80 BOMA Office Area (usable) square feet for the tenant space. This ratio is given to facilitate the baseline pricing of the shell requirement for lighting of the tenant-occupied space. Lighting shall be provided in all building common areas and parking areas to provide lighting levels required by SFO Section 6.0.
11. **Safety and Environmental Management.** Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with both the ADAAG and the UFAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. **Telephone Rooms.** Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. All of the above improvements are described in more detail hereinafter in this SFO.

#### 1.10 TENANT IMPROVEMENTS (SEP 2000)

- A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517, General Clauses.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. **It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

#### 1.11 TENANT IMPROVEMENTS PRIOR TO THE GOVERNMENT'S INITIAL ACCEPTANCE OF SPACE (SEP 2000)

- A. The Lessor is required to provide the Government (in accordance with FAR 15.403) a price for tenant improvements based upon the results of a competitive proposal process as follows:
  1. The Lessor shall submit to the Government a proposal for overhead, profit, and architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements.
    - a. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).
  2. The scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. The Contracting Officer in accordance with the terms and conditions of the lease will resolve all differences.
  3. No building shell items shall be included in the competitive proposal.
  4. A minimum of three qualified contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process.
  5. Each proposal shall be 1) submitted in Construction Specifications Institute (CSI) format by the proposed contractors and 2) reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
  6. The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.
  7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
  8. The Lessor shall complete the competition and the cost proposal process in 30 working days or less from the date of issuance of completed construction documents. Refer to the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.
  9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.

10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

B. In lieu of competitive proposals for tenant improvements, the Lessor may provide cost or pricing data detailing the tenant improvements costs as specified in GSA Form 3517, General Clauses.

**1.12 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)**

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

**1.13 PLANS WITH OFFER (SEP 2000)**

All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program that is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high-density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. All lettering fonts used in the drawings shall be included with the files. If drawings are "X-REFED", then a written narrative shall be included on how to access the plans and how they are related to each other. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

**1.14 NEGOTIATIONS (SEP 2000)**

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

**1.15 PRICE EVALUATION (PRESENT VALUE) (SEP 2000)**

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.

- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
  2. If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 8 percent to yield a gross present value cost (PVC) per square foot.
  3. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 8 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 4 percent compounded annually and discounted annually at 8 percent, then added to the net PVC to yield the gross PVC.
  4. To the gross PVC will be added:
    - a. The cost of Government-provided services not included in the rental escalated at 4 percent compounded annually and discounted annually at 8 percent.
    - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items that are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
    - c. The cost of relocation of furniture and telecommunications, if applicable.
  5. Commissions, if any, paid to GSA brokers will be subtracted from the gross PVC.
  6. The sum of either subparagraphs 2 and 4 or subparagraphs 3 and 4 less 5, will be the per ANSI/BOMA Office Area square foot present value of the offer for price evaluation purposes.

**1.16 AWARD (JAN 1997)**

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA, which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
1. GSA Form 3626 or Standard Form 2, U.S. Government Lease for Real Property,
  2. Required clauses,
  3. Required certifications and representations,
  4. Pertinent provisions of the offer, and
  5. Pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

## **2.0 AWARD FACTORS ACCESSIBILITY**

### **2.1 ACCESSIBILITY AND SEISMIC SAFETY (SEP 2000)**

- A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, as modified below, and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply. If any offers are received which fully meet accessibility and seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.
- B. The following UFAS provisions are clearly more stringent than the ADAAG:
1. **Work Areas.** The UFAS requires that all areas be accessible where there may be employment of persons with disabilities. The ADAAG requires only that people with disabilities be able to approach, enter, and exit a work area. [UFAS 4.1.4; ADAAG 4.1.1(3)]
  2. **Work Surface Scoping.** The UFAS requires that 5 percent of all fixed or built-in employee work surfaces be accessible. The ADAAG does not require work surfaces in work areas to be accessible. Both the UFAS and the ADAAG require that 5 percent of fixed tables in public or common use areas be accessible. [UFAS 4.1.2(17) and 4.32; ADAAG 4.1.1(3) and 4.1.3(18)]
  3. **No Elevator Exception.** The UFAS has no exception to the elevator requirement in all multi-story buildings and facilities. The ADAAG provides an exception to the elevator requirement in certain buildings that are under three stories or have less than 3,000 square feet per story. [UFAS 4.1.2(5); ADAAG 4.1.3(5) Exception 1]
  4. **Entrances in Multi-Grade Buildings.** The UFAS requires at least one principle entrance at each grade floor to a building to be accessible. The ADAAG requires that 1) at least 50 percent of all public entrances be accessible and 2) the number of exits required by the applicable building/fire code be used in determining the total number of accessible entrances required in a building or facility. The UFAS requires more accessible entrances in certain multi-grade buildings. [UFAS 4.1.2(8); ADAAG 4.1.3(8)]
  5. **Elevator Controls.** The UFAS requires elevator controls to be mounted no higher than 48 inches "unless there is a substantial increase in cost," in which case 54 inches is allowed. The ADAAG allows 54 inches whenever a parallel approach is provided. [UFAS 4.10.12(3); ADAAG 4.10.12(3)]
- C. **FULL COMPLIANCE:**
1. "Fully meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for new construction, including but not limited to: Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Workstations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
  2. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, **AS MODIFIED HEREIN:**
    - a. FEMA-178, *NEHRP Handbook for the Seismic Evaluation of Existing Buildings*, shall be replaced with FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*.

- b. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE <sup>1</sup>	Model Building Seismic Design Provisions		
	BOCA <sup>2</sup>	SBCCI <sup>3</sup>	UBC <sup>4</sup>
Wood Frame, Wood Shear Panels (Type W1 and W2) <sup>5</sup>	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 <sup>6</sup>
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) <sup>7</sup>	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) <sup>8</sup>	*	*	1991 <sup>9</sup>
Unreinforced Masonry (Type URMA)	*	*	*

- <sup>1</sup> Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.  
<sup>2</sup> Buildings on hillside sites shall not be considered Benchmark Buildings.  
<sup>3</sup> Flat Slab Buildings shall not be considered Benchmark Buildings.  
<sup>4</sup> Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.  
<sup>5</sup> URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.  
<sup>6</sup> Refers to the UBCB Section of the UBC.  
<sup>7</sup> Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.  
<sup>8</sup> No Benchmark year; building shall be evaluated using FEMA-310.  
<sup>9</sup> Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.  
 SBCCI Southern Building Code Congress International, *Standard Building Code*.  
 UBC International Conference of Building Officials, *Uniform Building Code*.

- c. Section 1.3.2, Leased Buildings, shall be revised as follows:

- i. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
- The leased space is less than 10,000 square feet AND
  - The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration,  $S_s$ , is less than 0.167 gravity (g), or for which the design one-second period response acceleration,  $S_1$ , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.
- d. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.
- e. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

D. SUBSTANTIAL COMPLIANCE:

- In accordance with both the ADAAG and the UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms.
- "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

**E. LESS THAN SUBSTANTIAL COMPLIANCE:**

In accordance with both the ADAAG and the UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

1. At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
2. If parking is provided, then accessible spaces shall be included.
3. Accessible toilet rooms shall be provided as follows:
  - a. Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
  - b. Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
  - c. Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
  - d. In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, accessible unisex toilet room(s) shall be provided in the building.

- F. If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless the Contracting Officer requests a waiver of accessibility requirements and granted by the GSA Public Buildings Service Commissioner.

**2.2 AWARD BASED ON PRICE (SEP 2000)**

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.



### **3.0 MISCELLANEOUS**

#### **3.1 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)**

- A. The Lessor may be requested to provide alterations during the term of the lease. Issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form will order alterations. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

#### **3.2 TAX ADJUSTMENT (SEP 2000)**

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
  - 1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30<sup>th</sup> calendar day after receipt of evidence of payment by the Contracting Officer or the 30<sup>th</sup> calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
  - 2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the

due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

### 3.3 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

### 3.4 OPERATING COSTS (SEP 2000)

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

### 3.5 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

### 3.6 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

### 3.7 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of

building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

**3.8 COMMON AREA FACTOR (SEP 2000)**

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

**3.9 APPURTENANT AREAS**

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

**3.10 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)**

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

**3.11 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS**

- A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the lessor and Government as stated in the lease (SF-2). The schedule shall be divided into six (6) tasks for each phase. These are: The generation of the design intent drawings; the Government's approval of the design intent drawings; the lessor's generation of the Government's working-construction drawings/documents; the Government's review of the working/construction drawings/documents; the lessor's construction of the subject leased area; and the Government's acceptance of the lessor's construction. Each of these tasks is detailed below. References to working days shall be based upon a five (5) day workweek (Monday-Friday, exclusive of Federal Holidays). References to "approval" shall mean such approval granted by GSA's Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the lessor keep meeting minutes of discussion topics and attendance. During design and construction, the lessor may discover instances where the Government's directives conflict. In such cases, the lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

**B. DESIGN INTENT DRAWINGS:**

The lessor shall prepare, at the lessor's expense, and provide to the Government, for the Government's approval, design intent drawings detailing the tenant improvements to be made by the lessor within the Government demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the lessor's architect to complete such drawings in a timely manner. "Design Intent Drawings", for the purposes of this lease, are defined as fully dimensioned drawings of the leased space which include enough information to prepare construction drawings, and shall consist of: Furniture locations, telephone and data outlet types and locations; specifications necessary for calculation of electrical and HVAC loads; and all finish/color/ signage selections. Design intent drawings shall be due from the lessor with 15 working days from award.

**C. REVIEW OF DESIGN INTENT DRAWINGS:**

The Government retains the right to review, approve, and request modifications (if necessary) to the lessor's design intent drawings prior to the lessor's commencement of working-construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within 5 working days of receipt of such from lessor. Should the Government require that modifications be made to the lessor's design intent drawings before approval can be granted the Government shall state as such in writing to the lessor and the lessor shall have 5 working days to cure all noted defects before returning to the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the lessor, and the lessor shall commence working-construction drawings for the space. At the sole discretion of the Government, the lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a lessor delay.

**D. WORKING-CONSTRUCTION DRAWINGS:**

The lessor shall prepare, out of the Tenant Improvements allowance, final working-construction drawings for the improvements illustrated on the Government approved design intent drawings. The working-construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government's leased space. Working-construction drawings will also be annotated with all applicable specifications. The resulting product will reflect requirements that are substantially the same as that specified by the Government approved design intent drawings, and shall incorporate neither extraneous additions nor deletions of requirements. The lessor's working drawings shall be due to the Government within 10 working days of the Government's approval of the design intent drawings. Drawings shall clearly identify

tenant improvements already in place per Paragraph, and the work to be done by lessor or others. The Government may also require at the time of submission of working drawings that the lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government which are beyond the scope of the original solicitation and its attachments. Any work shown on the drawings that is building shell shall be clearly identified as such.

**E. REVIEW OF WORKING-CONSTRUCTION DRAWINGS:**

The Government retains the right to review, and request modifications (if necessary) to the lessor's working-construction drawings prior to the lessor's commencement of interior construction. The Government's review of the drawings is limited to the drawings' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of working drawings within 10 working days of receipt of such from the lessor. Should the Government require that modifications be made to the lessor's working drawings, the Government shall state such in writing to the lessor, and the lessor shall have 10 working days to cure all noted defects before returning the working-construction drawings to the Government for a subsequent review. Upon complete Government review for conformance of the working-construction drawings to the design intent drawings, ~~a notice to proceed shall be transmitted to the lessor~~, and the lessor shall obtain the necessary permits and commence construction of the space. Notwithstanding the Government's review of the working-construction drawings, the lessor is solely responsible and liable for the technical accuracy of the working-construction drawings in meeting all requirements and provisions of the lease and Government approved design intent drawings.

**F. CONSTRUCTION OF TENANT IMPROVEMENTS:**

The lessor shall construct all Tenant Improvements in accordance with both the Government reviewed working drawings and all terms and conditions of the SFO. The lessor shall complete Tenant Improvements within 45 working days of receiving the notice to proceed from the Government. The lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within five (5) days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate with the lessor the activity of Government contractors in order to minimize conflicts with and disruption to other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with respect to this project.

**G. ACCEPTANCE OF SPACE:**

10 days prior to the completion of interior construction, the lessor shall issue written notice to the Government to inspect the space. The Government shall have 10 working days to inspect and to either accept or reject the subject space.

Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. The phrase "Substantially Complete" shall mean that the tenant improvements, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease shall have been completed or obtained, including all local Government reviews and approvals, excepting only such minor matters, the completion or correction of which do not interfere with or materially diminish such access, occupancy, possession, use, or enjoyment. Should the Government reject the lessor's space as not substantially complete as defined herein, the lessor shall immediately undertake remedial action, and when ready shall issue a subsequent notice to inspect to the Government.

Before the Government will accept space, the lessor must provide to the Contracting Officer evidence of the issuance of a building permit incorporating the construction of required improvements and a copy of the Certificate of Occupancy.

**RENT COMMENCEMENT:** The rent commencement date (for each increment) shall be the date of space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in SFO.

**LEASE COMMENCEMENT:** The Government shall issue a Supplemental Lease Agreement establishing the lease commencement date after the acceptance of all space. In any case Lease Commencement date shall not be prior to the Rent Commencement Date.

#### **4.0 GENERAL ARCHITECTURE**

##### **4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)**

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, or other permanent materials in good condition acceptable to the Contracting Officer. No exterior insulation & finish system (EIFS) or synthetic stucco finish will be allowed, nor will prefabricated metal building systems or components. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entranceway. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

##### **4.2 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)**

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

##### **4.3 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)**

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

##### **4.4 WORK PERFORMANCE (SEP 2000)**

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

##### **4.5 BUILDING SYSTEMS (JAN 1997)**

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

##### **4.6 SPACE EFFICIENCY (SEP 2000)**

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

**4.7 FLOOR PLANS AFTER OCCUPANCY**

Within 60 days after occupancy, as-built mylar reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer.

**4.8 CAD AS-BUILT FLOOR PLANS (SEP 2000)**

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. A CAD program that is compatible with the latest release of AutoCAD shall have generated the plans. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high-density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer. All lettering fonts used in the drawings shall be included with the files. If drawings are "XREFED", then a written narrative shall be included on how to access the plans and how they are related to each other.

**4.9 FLOORS AND FLOOR LOAD (SEP 2000)**

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

**4.10 WINDOWS (SEP 2000)**

A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.

B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

**4.11 ACCESSIBILITY (SEP 2000)**

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

## **5.0 ARCHITECTURAL FINISHES**

### **5.1 LAYOUT AND FINISHES**

- A. All required finish selection samples shall be provided within 10 days of the request for such by the Contracting Officer. GSA shall deliver layout drawings and necessary finish selections to the Lessor within 20 days after award or after receipt of plans and samples, whichever is later.

### **5.2 WOOD PRODUCTS (SEP 2000)**

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site ([www.fscus.org/](http://www.fscus.org/)) or the Certified Forest Products Council web site ([www.certifiedwood.org/](http://www.certifiedwood.org/)).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: [www.certifiedwood.org/Resources/CITES/CITESContent.html](http://www.certifiedwood.org/Resources/CITES/CITESContent.html)
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

### **5.3 ADHESIVES AND SEALANTS (SEP 2000)**

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

### **5.4 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)**

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

### **5.5 CEILINGS (SEP 2000)**

- A. Ceilings shall be at least 8 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures, which impede traffic ways, shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
1. *Restrooms.* Plaster or pointed and taped gypsum board.
  2. *Offices and Conference Rooms.* 2' X 2' mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
  3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

**5.6 PAINTING (SEP 2000)**

**A. BUILDING SHELL:**

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.

**B. TENANT IMPROVEMENT INFORMATION:**

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

**5.7 DOORS: EXTERIOR (SEP 2000)**

**A. BUILDING SHELL:**

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner that prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

**5.8 DOORS: INTERIOR (SEP 2000)**

**A. TENANT IMPROVEMENT INFORMATION:**

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Doors shall meet all Architectural Woodwork Institute (AWI) architectural woodwork quality standards for solid core type wood doors. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

**5.9 DOORS: HARDWARE (SEP 2000)**

**A. BUILDING SHELL:**

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

**B. TENANT IMPROVEMENT INFORMATION:**

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

**5.10 DOORS: IDENTIFICATION (SEP 2000)**

**A. BUILDING SHELL:**

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

**B. TENANT IMPROVEMENT INFORMATION:**

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The Contracting Officer shall approve the form of door identification.



**5.11 PARTITIONS: GENERAL (SEP 2000)**

**A. BUILDING SHELL:**

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

**5.12 PARTITIONS: PERMANENT (SEP 2000)**

**A. BUILDING SHELL:**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

**5.13 PARTITIONS: SUBDIVIDING (SEP 2000)**

**A. BUILDING SHELL:**

Any demolition of existing improvements, which is necessary to satisfy the Government's layout, shall be done at the Lessor's expense.

**B. TENANT IMPROVEMENT INFORMATION:**

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 40. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

**5.14 FLOOR COVERING AND PERIMETERS (SEP 2000)**

**A. BUILDING SHELL:**

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent approved by the Contracting Officer. Resilient flooring, or an equivalent approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

**B. CARPET – REPAIR OR REPLACEMENT:**

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
  - a. backing or underlayment is exposed;
  - b. there are noticeable variations in surface color or texture; or
  - c. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

**C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:**

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
  - a. it has curls, upturned edges, or other noticeable variations in texture.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

**D. TENANT IMPROVEMENT INFORMATION:**

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.

2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

E. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

5.15 **CARPET: BROADLOOM (SEP 2000)**

A. Any broadloom carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF, Talisman Mills, woolblend), soil-hiding nylon, or wool nylon blends or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level-loop or textured-loop construction. Pile weight shall be a minimum weight of 32 ounces per square yard for level-cut/uncut construction.
5. *Secondary Back.* The secondary back shall be jute or synthetic fiber for glue-down installation.
6. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
7. *Pile Height.* The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.

5.16 **CARPET TILE (SEP 2000)**

A. Any carpet tile to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless the Contracting Officer grants an exception.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

5.17 **ACOUSTICAL REQUIREMENTS (SEP 2000)**

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
  - a. Conference rooms      NIC 40
  - b. Offices                      NIC 35
4. *Testing.*
  - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
  - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

**5.18 WINDOW COVERINGS (SEP 2000)**

**A. TENANT IMPROVEMENT INFORMATION:**

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. A valance section of blind shall be installed at the top of the blinds. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. *Draperies.* If draperies are required, the following minimum specifications shall apply:
  - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
  - b. Construction. Any draperies to be newly installed, shall be made as follows:
    - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
    - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
    - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
    - iv. three-fold pinch pleats;
    - v. safety stitched intermediate seams;
    - vi. matched patterns;
    - vii. tacked corners; and
    - viii. no raw edges or exposed seams.
  - c. Use of existing draperies must be approved by the Contracting Officer.

## **6.0 MECHANICAL, ELECTRICAL, PLUMBING**

### **6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)**

#### **A. BUILDING SHELL:**

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. The Lessor shall provide mains, lines, and meters for utilities. Exposed ducts, piping, and conduits are not permitted in office space.

### **6.2 ENERGY COST SAVINGS (SEP 2000)**

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the [www.epa.gov/energystar](http://www.epa.gov/energystar) web site.
- B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.
- C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the [www.eren.doe.gov/femp](http://www.eren.doe.gov/femp) web site, or call the FEMP Help Desk at 1-800-566-2877.

### **6.3 DRINKING FOUNTAINS (SEP 2000)**

#### **A. BUILDING SHELL:**

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

### **6.4 TOILET ROOMS (SEP 2000)**

#### **A. BUILDING SHELL:**

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
2. Each toilet room shall be provided with floor drain with trap primer. The floor shall slope toward floor drain. Each main toilet room shall contain the following equipment:
  - a. a mirror above the lavatory;
  - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
  - c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
  - d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
  - e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
  - f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
  - g. a disposable toilet seat cover dispenser; and
  - h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

### **6.5 HEATING AND AIR CONDITIONING (SEP 2000)**

#### **A. BUILDING SHELL:**

1. Temperatures shall be maintained within 70 and 74 degrees F. in winter, and 72 and 76 degrees in summer. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
2. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field

Office

Manager.

3. Change over from heating/cooling shall be automatic, and shall be provided by automatic change over thermostate of by Building Automation System.
  4. Simultaneous heating and cooling are not permitted except for VAV systems with perimeter reheat.
  5. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled. Corner offices and groups of offices with different exterior exposures shall be separately controlled.
  6. Automatic smoke detector shutdown shall be provided for all air-handling units regardless of size. Where a manual or automatic fire alarm system is provided, the air handling unit smoke detectors shall be wired into the fire alarm system.
  7. *Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
  8. *HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
    - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
    - b. no permanent diffusers are used;
    - c. no plenum-type return air system is employed;
    - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
    - e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
  9. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
  10. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
  11. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- B. TENANT IMPROVEMENT INFORMATION:
1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use. Refer to Special Requirements Section for any specific requirements.

#### 6.6 VENTILATION (SEP 2000)

- A. During working hours, ventilation shall be provided on a continuous basis in accordance with the latest edition of ANSI/ASHRAE Standard 62, 1999 Edition, *Ventilation for Acceptable Indoor Air Quality*. Cycling of fans shall not be allowed during occupied hours.
- B. Air filtration shall be provided for all air handling units and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. Where the Lessor proposes the Government shall pay utilities, the following shall apply:
  1. Automatic air or water economizer cycle shall be provided to all air handling equipment, and
  2. Building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

**6.7 VENTILATION: TOILET ROOMS (DEC 1993)**

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

**6.8 ELECTRICAL: GENERAL (MAY 2001)**

**A. BUILDING SHELL:**

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Construction documents shall be stamped by a professional engineer registered in the State of the project location. Whenever requested by the Government, the Lessor shall furnish at not cost to the Government, a report by a registered professional engineer to certify that the building electrical system is designed and constructed to meet the requirements of the lease / SFO.

**B. TENANT IMPROVEMENT:**

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. A professional engineer registered in the State of the project location shall stamp construction documents. Whenever requested by the Government, the Lessor shall furnish at not cost to the Government, a report by a registered professional engineer to certify that the building electrical system is designed and constructed to meet the requirements of the lease / SFO.

**6.9 ELECTRICAL: DISTRIBUTION (MAY 2001)**

**A. BUILDING SHELL:**

1. For new construction the electrical service shall be 480Y/277 volt, 3-phase, 4-wire or 208Y/120 volt, 3-phase, 4-wire + ground. For existing facilities, any existing electrical services other than these shall be submitted to the GSA Contracting Officer for review.
2. A dedicated equipment space shall be provided for the main electrical service and distribution panelboards. The space shall be provided with an automatic deadbolting latch door and may not be used for storage or purposes not related to the electrical system.
3. Separate panelboards shall be provided for each of (1) lighting loads and HVAC loads, (2) general receptacle loads, and (3) isolated ground receptacle loads. All panelboards and associated feeders shall be sized to accommodate initial ampacity load plus 10 percent future ampacity and 10 percent spare pole space. Lighting and receptacle panelboards shall be located on the same floor as the loads that they serve. Panelboards shall be bolt-on circuit breaker type; load center and snap-in circuit breaker construction are not acceptable.
4. Distribution equipment shall be provided based on initial tenant workstation device requirements of provisions for duplex receptacles at 1 per 50 BOMA Office Area (usable) square feet, with approximately 30% of these being served from isolated ground system.
5. Distribution equipment shall be provided based on initial tenant special device requirements of provisions for 20-amp (dedicated circuit) duplex receptacles at 1 per 1,000 BOMA Office Area (usable) square feet.
6. Green, insulated grounding conductors shall be provided in all feeders. Use of metallic raceway as the grounding conductor is not acceptable. Feeders for isolated ground loads shall be provided with equipment grounding conductor and isolated grounding conductor.
7. The electrical distribution shall provide for isolated ground loads. A separate panelboard shall be provided for these receptacle loads. The panelboard shall be provided with isolated ground bus in addition to the equipment ground bus. The feeder to this panelboard shall be sized to accommodate harmonic loads.

**B. TENANT IMPROVEMENT:**

1. All branch circuit wiring shall be copper conductors in metallic raceway. All raceway shall be concealed unless approved by the Contracting Officer prior to installation. Branch circuits shall be sized for loads served while preventing voltage drop from exceeding 3 percent from panelboard to the most distant outlet.
2. Green, insulated grounding conductors shall be provided in all feeders and branch circuits. Use of metallic raceway as the grounding conductor is not acceptable. Branch circuits and feeders for isolated ground loads shall be provided with equipment grounding conductor in addition to an isolated grounding conductor.
3. Provide commercial grade duplex wall or floor receptacles in accordance with the government design intent drawings. The maximum number of general-purpose duplex receptacles on a 20-amp branch circuit is eight (8). (One "quad" or double duplex shall be considered two (2) duplex devices.)
4. Provide commercial grade isolated ground, orange body receptacles in accordance with the government design intent drawings. The maximum number of isolated ground duplex receptacles on a 20-amp branch circuit is four (4). (One "quad" or double duplex shall be considered two (2) duplex devices.)
5. Provide commercial grade special receptacles in accordance with the government design intent drawings. Provide a separate "dedicated" branch circuit for each of these special receptacles.
6. At the discretion of the Contracting Officer, independent power poles or systems furniture power poles may be used to provide electrical circuits to workstations.

**6.10 TELEPHONE: DISTRIBUTION AND EQUIPMENT (MAY 2001)**

**A. BUILDING SHELL:**

1. A dedicated room shall be provided by the lessor on the floor(s) where the Government occupies space for the purpose of terminating telecommunication service into the building. The building's telephone closets located on all floors shall be vertically stacked. Telecommunication switch rooms, wire closets, and related spaces shall be enclosed. The enclosure may not be used for storage or other purposes not related to the telecommunications system, and shall have door(s) fitted with an automatic deadlocking latch. The lessor shall be responsible for meeting the applicable requirements of Standards 568, 569, and 607 of the Electronic Industries Association (EIA) and the Telecommunications Industry Association (TIA). EIA/TIA-568 is the Commercial Building Telecommunications wiring standard, EIA/TIA-569 is the Commercial Building

Standard for telecommunications pathways and spaces, and EIA/TIA-607 is the Commercial Building Grounding and Bonding Requirements for Telecommunications Standard. As part of the SHELL requirement of this SFO, the telephone room shall include power requirements, riser conduits between floors, and backboards. The telephone room shall be complete, operational, and ready for Tenant Improvements.

2. Coordinate with tenant agency for required cable tray system within the tenant improvement requirements. Lessor shall coordinate cable tray system to provide proper "clear zone" above ceilings to accommodate the cable tray installation. A minimum clearance of four (4) inches above the cable tray is required for installation of the cables.

**B. TENANT IMPROVEMENT:**

1. The Lessor shall provide all telephone outlets, (including backboxes, raceway stubbed to above accessible ceiling, pullstring, and insulated bushings) in accordance with the government design intent drawings. The Lessor shall coordinate these requirements with the category of cable to be installed.
2. The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation shall be safely concealed. All telephone cabling within walls shall be routed in conduit.
3. The Government reserves the right to provide its own telecommunication (voice and data) service in the space to be leased. The Government may: contract with another party to have inside wiring and telephone equipment installed; utilize wiring provided by the lessor if such is available; and/or require the lessor to install (at the Government's expense) inside wiring and/or telephone equipment as a component of this scope of work. In any case, the lessor shall be responsible for meeting the applicable requirements of Standards 568, 569, and 607 of the Electronic Industries Association (EIA) and the Telecommunications Industry Association (TIA). EIA/TIA-568 is the Commercial Building Telecommunications wiring standard, EIA/TIA-569 is the Commercial Building Standard for telecommunications pathways and spaces, and EIA/TIA-607 is the Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
4. Provide an open ladder type cable tray system throughout the government occupied space, routed such that no data or telephone outlet is greater than 30 horizontal feet from the cable tray. Coordinate with tenant agency for specific routing installed cable tray system. Cable tray routing shall accommodate cabling to inside of required telephone and/or data closets.
5. Coordinate with tenant agency for potential design of common use of space and cable tray for data and telephone equipment. Common-use design shall be used only by approval of the Contracting Officer.

**6.11 DATA: DISTRIBUTION AND EQUIPMENT (MAY 2001).**

**A. BUILDING SHELL:**

1. A dedicated room shall be provided by the lessor on the floor(s) where the Government occupies space for the purpose of terminating data cabling. The data closets located on all floors shall be vertically stacked. Data rooms, wire closets, and related spaces shall be enclosed. The enclosure may not be used for storage or other purposes not related to the data system, and shall have door(s) fitted with an automatic deadlocking latch. The lessor shall be responsible for meeting the applicable requirements of Standards 568, 569, and 607 of the Electronic Industries Association (EIA) and the Telecommunications Industry Association (TIA). EIA/TIA-568 is the Commercial Building Telecommunications wiring standard, EIA/TIA-569 is the Commercial Building Standard for telecommunications pathways and spaces, and EIA/TIA-607 is the Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
2. Coordinate with tenant agency for required cable tray system within the tenant improvement requirements. Lessor shall coordinate cable tray system to provide proper "clear zone" above ceilings to accommodate the cable tray installation. A minimum clearance of four (4) inches above the cable tray is required for installation of the cables.

**B. TENANT IMPROVEMENT:**

1. The Lessor shall provide all data outlets, (including backboxes, raceway stubbed to above accessible ceiling, pullstring, and insulated bushings) in accordance with the government design intent drawings. The Lessor shall coordinate these requirements with the category of cable to be installed.
2. The Lessor shall ensure that all outlets and associated wiring used to transmit data service to the workstation shall be safely concealed. All data cabling within walls shall be routed in conduit.
3. The Government reserves the right to provide its own telecommunication (voice and data) service in the space to be leased. The Government may: contract with another party to have inside wiring and telephone equipment installed; utilize wiring provided by the lessor if such is available; and/or require the lessor to install (at the Government's expense) inside wiring and/or telephone equipment as a component of this scope of work. In any case, the lessor shall be responsible for meeting the applicable requirements of Standards 568, 569, and 607 of the Electronic Industries Association (EIA) and the Telecommunications Industry Association (TIA). EIA/TIA-568 is the Commercial Building Telecommunications wiring standard, EIA/TIA-569 is the Commercial Building Standard for telecommunications pathways and spaces, and EIA/TIA-607 is the Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
4. Provide an open ladder type cable tray system throughout the government occupied space, routed such that no data or telephone outlet is greater than 30 horizontal feet from the cable tray. Coordinate with tenant agency for required size and specific routing installed cable tray system. Cable tray routing shall accommodate cabling to inside of required telephone and/or data closets.
5. Coordinate with tenant agency for potential design of common use of space for data and telephone equipment. Common-use design shall be used only by approval of the Contracting Officer.

**6.12 ELECTRICAL, TELEPHONE, AND DATA FOR SYSTEMS FURNITURE.**

**A. BUILDING SHELL**

1. Lessor shall coordinate with tenant agency for data system.
2. Lessor shall coordinate with cable tray system to provide proper "clear zone" above ceilings to accommodate the cable tray installation.

**B. TENANT IMPROVEMENT**

1. Provide systems furniture base feeds to provide power, telephone, and data wiring to systems furniture. Locations of base feeds shall be coordinated with the base feed access points in the systems furniture. Each base feed shall consist of three (3) separate boxes: one for power, one for data, and one for telephone.
2. Provide quantity of base feeds necessary to accommodate electrical loads and quantities of power, data, and telephone devices based on the device requirements stated within this solicitation. Maximum circuit loading shall be in accordance with the requirements defined within this solicitation. The wiring shall be based on an 8-wire furniture system, unless directed otherwise by the Contracting Officer to coordinate with furniture.
3. Systems furniture base feeds may be provided as wall mounted for furniture adjacent to walls, floor mounted or power pole for furniture not adjacent from walls, with final routing method requiring review by the tenant agency and approval by the Contracting Officer.
4. The Lessor shall install base feeds at the locations of the connection points on the systems furniture. Initially, the Lessor shall terminate the wiring within the base feed junction box, label the circuit, and complete the panelboard directory to indicate the specific base feed served.
5. The Lessor shall be responsible for final electrical connections to the systems furniture after the furniture is installed. The Lessor shall coordinate with and provide for installation in conjunction with the systems furniture, telephone, and data cable installers. In order to complete this phase of the work, weekend work hours and on-call installation may be required.

#### 6.13 LIGHTING: INTERIOR AND PARKING (MAY 2001).

##### A. BUILDING SHELL:

1. Provide deep-cell parabolic louver 2'x4' fluorescent fixtures with T8 lamps and electronic ballasts for standard interior lighting. For building shell pricing requirements, fixtures shall be provided to meet the quantities required within this SFO. Only in limited locations, such as where standard layout may conflict with column spacing or irregular shaped spaces, deep-cell parabolic louver 2'x2' fluorescent fixtures with T8 lamps and electronic ballasts may be provided in lieu of 2'x4' fixtures.
2. Exterior parking areas shall have a minimum of 1 foot-candle of illumination and be designed based on Illumination Engineering Society of North America standards. Indoor parking shall have a minimum of 10 foot-candles and be designed with calculations based on Illumination Engineering Society of North America standards.
3. Provide battery operated ballasts within the standard 2'x4' lighting fixtures throughout the space in order to produce egress lighting levels as required by code. Egress lighting for indoor parking shall be provided utilizing quartz lamps and battery ballasts where high intensity discharge lamps are used.
4. Provide battery operated, LED type, exit sign fixtures to clearly indicate the path of egress throughout the space as required by code.
5. Switches shall control lighting. Provide switches such that not more than 1,000 occupiable square feet of space is controlled by one switch. For spaces with multiple entrances, 3-way and 4-way switching controls shall be provided.

##### A. TENANT IMPROVEMENT:

1. Provide deep-cell parabolic louver 2'x4' fluorescent fixtures with T8 lamps and electronic ballasts for standard interior lighting. For tenant improvement installation, provide fixtures necessary to produce 50 foot-candles at working surface height (30 inches above finished floor) throughout tenant-occupied spaces, including corridors. Provide fixtures necessary to produce 20 foot-candles at 30 inches above finished floor in other non-working areas such as corridors, restrooms, and storage rooms. Lighting levels shall be designed and calculated based on Illumination Engineering Society of North America zonal cavity method. Design shall incorporate the tenant improvement design intent, indicating layout of partitions and furniture. Reflectance of tenant finishes and furniture shall be included in the lighting design. Only in limited locations, such as where standard layout may conflict with column spacing or irregular shaped spaces, deep-cell parabolic louver 2'x2' fluorescent fixtures with T8 lamps and electronic ballasts may be provided in lieu of 2'x4' fixtures.
2. Provide battery operated ballasts within standard 2'x4' lighting fixtures throughout the space in order to produce egress lighting levels as required by code. Design shall incorporate the tenant improvement design intent drawings indicating layout of partitions and furniture.
3. Provide battery operated, LED type, exit sign fixtures to clearly indicate the path of egress throughout the space as required by code. Design shall incorporate the tenant improvement design intent drawings indicating layout of partitions and furniture.
4. Switches at each door entering a space to control the light fixtures within the space shall control lighting. For open office space, provide switches such that not more than 1,000 occupiable square feet of space is controlled by one switch. For spaces with multiple entrances, 3-way and 4-way switching controls shall be provided at each entrance. Coordinate location with tenant agency for special functions, such as at employee entrances, public restrooms, and other public access areas.
5. The Lessor shall provide occupancy sensors and/or scheduling controls through a time clock or building automation system to switch off lights within the tenant space during unoccupied hours, unless required for egress.

#### 6.14 ELEVATORS (SEP 2000)

- A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

##### B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire



department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet both the ADAAG and the UFAS requirements.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

## **7.0 SERVICES, UTILITIES, MAINTENANCE**

### **7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL**

The Lessor as part of the rental consideration shall provide services, utilities, and maintenance. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

### **7.2 NORMAL HOURS**

Services, utilities, and maintenance shall be provided daily, extending 6:30 a.m. to 5:30 p.m. except Saturdays, Sundays, and federal holidays.

### **7.3 OVERTIME USAGE (JAN 1997)**

A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

B. Reimbursement to the Lessor for overtime heating or cooling will be at the hourly rate established in the contract.

### **7.4 UTILITIES**

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

### **7.5 JANITORIAL SERVICES (SEP 2000)**

A. Cleaning shall be performed **during** tenant working hours. Janitorial services shall be performed by bilingual staff whenever possible.

#### **B. SELECTION OF CLEANING PRODUCTS:**

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/environ/clean-prod-catalog.html>.

#### **C. SELECTION OF PAPER PRODUCTS:**

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *As Required.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

#### 7.6 SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

#### 7.7 SECURITY (SEP 2000)

The Lessor shall provide a level of security that reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

#### 7.8 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

## **8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT**

### **8.1 OCCUPANCY PERMIT (SEP 2000)**

The Lessor shall provide a valid occupancy permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, the Offeror shall consult the Contracting Officer to determine if other documentation may be needed.

### **8.2 FIRE AND LIFE SAFETY (SEP 2000)**

- A. Below-grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in NFPA Standard 101, *Life Safety Code*, or any successor standard thereto, shall be protected by an automatic sprinkler system or an equivalent level of safety.
- B. If offered space is 3 stories or more above grade, the Offeror shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard 101 or equivalent. However, if 1) offered space is 5 stories or less above grade, 2) the total Government-demised area in the building (all leases combined) will be less than 35,000 square feet, and 3) the building is sprinklered, this documentation is not required.
- C. If offered space is 6 stories or more above grade, additional fire and life safety requirements may apply. Therefore, the Offeror shall advise GSA in its offer whether or not the offered space, or any part thereof, is on or above the sixth floor of the offered building.
- D. All exits, stairs, corridors, aisles, and passageways that may be used by the Government shall comply with NFPA Standard 101, or local code, whichever is more stringent.

### **8.3 SPRINKLER SYSTEM (SEP 2000)**

- A. If any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing more than 35,000 ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected by an automatic sprinkler system or an equivalent level of safety.
- B. If an Offeror proposes to satisfy any requirement of this paragraph by providing an equivalent level of safety, the Offeror shall submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. The Offeror shall contact the Contracting Officer for further information regarding Government review and approval of the "equivalent level of safety" analyses. Refer to 41 CFR Part 101-6.6 for guidance on conducting an equivalent level of safety analysis.
- C. Definition: "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

### **8.4 MANUAL FIRE ALARM SYSTEMS (SEP 2000)**

Manual fire alarm systems shall be provided in accordance with NFPA Standard 101 (current as of the date of this SFO). Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72, *National Fire Alarm Code*. The fire alarm system wiring and equipment shall be electrically supervised and shall automatically notify the local fire department (NFPA Standard 72) or approved central station. Emergency power shall be provided in accordance with NFPA Standard 70, *National Electrical Code*, and NFPA Standard 72.

### **8.5 OSHA REQUIREMENTS (SEP 2000)**

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

### **8.6 ASBESTOS (SEP 2000)**

The leased space shall be free of all asbestos-containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

### **8.7 INDOOR AIR QUALITY (SEP 2000)**

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO<sub>2</sub> - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

**8.8 RADON IN AIR (SEP 2000)**

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers to ensure that radon in air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed.

**8.9 RADON IN WATER (SEP 2000)**

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

**8.10 HAZARDOUS MATERIALS (OCT 1996)**

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

**8.11 RECYCLING (SEP 2000)**

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

## 9.0 TENANT IMPROVEMENTS

### 9.1 TENANT IMPROVEMENTS PRIOR TO THE GOVERNMENT'S INITIAL ACCEPTANCE OF SPACE (SEP 2000)

- A. The Lessor is required to provide cost or pricing data in conjunction with the Tenant Improvements (in a CSI format) as specified by the Government in GSA Form 3517, General Clauses.
- B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:
1. The Lessor shall submit to the Government a proposal for overhead, profit, and architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements.
    - a. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).
  2. The scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
  3. No building shell items shall be included in the competitive proposal.
  4. A minimum of three qualified contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process.
  5. Each proposal shall be 1) submitted in Construction Specifications Institute (CSI) format by the proposed contractors and 2) reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
  6. The Government shall be represented at all negotiation sessions between the Lessor and potential contractors.
  7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
  8. The Lessor shall complete the competition and the cost proposal process in 15 working days or less from the date of issuance of completed construction documents. Refer to the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.
  9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.
  10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

**10.0 SPECIAL REQUIREMENTS**

**10.1 SPECIAL REQUIREMENTS:**

1. Janitorial services are to be performed during the hours of 9:00 am to 4:00 pm.

**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

<u>CATEGORY</u>	<u>Clause No.</u>	<u>48 CFR Ref.</u>	<u>Clause Title</u>
DEFINITIONS GENERAL	1	552.270-4	Definitions
	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery - Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises-Right of Entry
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space
INSPECTION	21	552.270-9	Inspection-Right of Entry
PAYMENT	22	552.232-75	Prompt Payment
	23	552.232-76	Electronic Funds Transfer Payment (Variation)
	24	552.232-70	Invoice Requirements
	25	52.232-23	Assignment of Claims
	26	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	27	552.203-5	Covenant Against Contingent Fees
	28	52.203-7	Anti-Kickback Procedures
	29	52.223-6	Drug-Free Workplace
ADJUSTMENTS	30	552.203-70	Price Adjustment for Illegal or Improper Activity
	31	52.215-10	Price Reduction for Defective Cost or Pricing Data
	32	552.270-13	Proposals for Adjustment
	33	552.270-14	Changes (Variation)
AUDITS	34	552.215-70	Examination of Records by GSA
	35	52.215-2	Audit and Records—Negotiation
DISPUTES	36	52.233-1	Disputes

INITIALS:                      &                       
LESSOR GOVERNMENT





GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 - DEFINITIONS (SEP 1999)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

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4. 552.270-23 - SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 - STATEMENT OF LEASE (AUG 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
  - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
  - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
  - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
  - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

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6. 552.270-25 - SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. 552.270-26 - NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 - INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 - MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 - DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 - DEFAULT IN DELIVERY - TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
  - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
  - (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
  - (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.
- (d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to

the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-19 - PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 - EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (SEP 1999)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 - FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 - DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

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17. 552.270-7 - FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 - COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 - ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 - ACCEPTANCE OF SPACE (SEP 1999)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Office Area square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 - INSPECTION - RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

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22. 552.232-75 - PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date.

- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
  - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
  - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
  - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
  - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
  - (i) Name and address of the Contractor.
  - (ii) Invoice date.
  - (iii) Lease number.
  - (iv) Government's order number or other authorization.
  - (v) Description, price, and quantity of work or services delivered.
  - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
  - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance

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with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor shall provide the following information:
  - (1) The lease number to which this notice applies.
  - (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
  - (3) Number of account to which funds are to be deposited.
  - (4) Type of depositor account ("C" for checking, "S" for savings).
  - (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
- (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-70 - INVOICE REQUIREMENTS (VARIATION) (SEP 1999)

(This clause applies to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

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26. 552.270-20 - PAYMENT (SEP 1999 ) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Office Area square footage delivered will be confirmed by:
- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
  - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Office Area square footage stated in the lease.
- (c) If it is determined that the amount of ANSI/BOMA Office Area square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Office Area square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(Applies to leases which exceed \$100,000.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

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"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
  - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
  - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
  - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

29. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter-mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited

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from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about--
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
  - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
  - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

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30. 552.203-70 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applies to leases which exceed \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may--
  - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
  - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
  - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

31. 52.215-10 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applies when cost or pricing data are required for work or service exceeding \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--
  - (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
  - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
  - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
  - (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
  - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
  - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
  - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

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- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--
  - (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if--
  - (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
  - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
  - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
  - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

32. 552.270-13 - PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following details--
  - (1) Material quantities and unit costs;
  - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
  - (3) Equipment costs;
  - (4) Worker's compensation and public liability insurance;
  - (5) Overhead;
  - (6) Profit; and
  - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost --
  - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
  - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

33. 552.270-14 - CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
  - (1) Specifications (including drawings and designs);
  - (2) Work or services;
  - (3) Facilities or space layout; or

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- (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
  - (1) A modification of the delivery date;
  - (2) An equitable adjustment in the rental rate;
  - (3) A lump sum equitable adjustment; or
  - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.215-2 - AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
  - (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General—
  - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

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- (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
  - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
  - (2) The data reported.
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), ©, (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
  - (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
  - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
  - (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
  - (2) For which cost or pricing data are required; or
  - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

36. 52.233-1 - DISPUTES (DEC 1998)

- (a) This contract is subject to the Contract Disputes act of 1978, as amended (41 U.S.C. 601-613)
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
  - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
  - (2)
    - (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
    - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

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- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

37. 52.222-26 - EQUAL OPPORTUNITY (FEB 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
  - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
  - (2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
  - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
  - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

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- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

38. 52.222-24 – PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Applies to leases which exceed \$10,000,000.)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

39. 52.222-21 – PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

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40. 52.222-35 - AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a) Definitions.

*All employment openings* includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

*Appropriate office of the State employment service system* means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

*Positions that will be filled from within the Contractor's organization* means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly establish "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

*Veteran of the Vietnam era* means a person who--

- (1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--
  - (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion or transfer;
  - (iv) Recruitment;
  - (v) Advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it

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has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

- (d) Applicability. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (e) Postings.
  - (1) The Contractor agrees to post employment notices stating –
    - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and
    - (ii) The rights of applicants and employees.
  - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.
  - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

41. 52.222-36 - AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

- (a) General.
  - (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--
    - (i) Recruitment, advertising, and job application procedures;
    - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
    - (iii) Rates of pay or any other form of compensation and changes in compensation;
    - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
    - (v) Leaves of absence, sick leave, or any other leave;
    - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
    - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training
    - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
    - (ix) Any other term, condition, or privilege of employment.
  - (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.
- (b) Postings.
  - (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and (ii) the rights of applicants and employees.

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- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
  - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
  - (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
  - (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.
42. 52.222-37 - EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on:
    - (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
    - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
  - (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
  - (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
  - (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
  - (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
  - (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.
43. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (a) The Government suspends or debars Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

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- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
  - (1) The name of the subcontractor;
  - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

44. 52.215-12 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applies when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--
  - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.

45. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) Definitions. As used in this contract --

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*HUBZone small business concern* means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

*Service-disabled veteran-owned small business concern* –

- (1) Means a small business concern –
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*Small business concern* means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

*Small disadvantaged business concern* means a small business concern that represents, as part of its offer that –

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

*"Veteran-owned small business concern"* means a small business concern –

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned small business concern"* means a small business concern –

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

46. 52.219-9 – SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)

(Applies to leases which exceed \$500,000.)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

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"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract," means any agreement means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
  - (2) A statement of--
    - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
    - (ii) Total dollars planned to be subcontracted to small business concerns;
    - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
    - (iv) Total dollars planned to be subcontracted to HUBZone small business concerns;
    - (v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
    - (vi) Total dollars planned to be subcontracted to women-owned small business concerns.
  - (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
    - (i) Small business concerns;
    - (ii) Veteran-owned small business concerns;
    - (iii) HUBZone small business concerns;
    - (iv) Small disadvantaged business concerns; and
    - (v) Women-owned small business concerns.
  - (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
  - (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and

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ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with –
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (ii) HUBZone small business concerns;
  - (iii) Small disadvantaged business concerns; and
  - (iv) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will—
  - (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
  - (iv) Ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- (11) A recitation of the types of records the offeror will maintain concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
  - (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating –
    - (A) Whether small business concerns were solicited and if not, why not;
    - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
    - (C) Whether HUBZone small business concerns were solicited and if not, why not;
    - (D) Whether small disadvantaged business concerns were solicited and if not, why not;
    - (E) Whether women-owned small business concerns were solicited and if not, why not; and
    - (F) If applicable, the reason award was not made to a small business concern.
  - (iv) Records of any outreach efforts to contact –
    - (A) Trade associations;
    - (B) Business development organizations,
    - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources;
    - (D) Veterans service organizations.
  - (v) Records of internal guidance and encouragement provided to buyers through –

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- (A) Workshops, seminars, training, etc.; and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
  - (1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small business, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided –
  - (1) The master plan has been approved;
  - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with –
  - (1) The clause of this contract entitled "Utilization of Small Business Concerns," or
  - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
  - (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
  - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged

business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

47. 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

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<b>REPRESENTATIONS AND CERTIFICATIONS</b> (Acquisition of Leasehold Interests in Real Property)	Solicitation Number GS-04B-43835	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

- (a) (1) The North American Industry Classification System code for this acquisition is 531190.  
 (2) The small business size standard applicable to this acquisition is average annual gross revenues of \$15 million or less for the preceding three fiscal years.  
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.  
 (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.  
 (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.  
 (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that it ☐ is, ☐ is not a veteran-owned small business concern.  
 (5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(4) of this provision.] The offeror represents, as part of its offer, that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--  
 (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and  
 (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.  
 (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and  
 (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and  
 (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.  
 (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--  
 (i) Be punished by imposition of fine, imprisonment, or both;

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- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern..

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that --

- (a) It [ ] has, [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [ ] has, [X] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that --

- (a) It [X] has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) The Offeror certifies that--
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--
  - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization; [insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
    - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(Applies to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

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- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
    - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

- (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

- \* TIN: 230832985153C
- \* TIN has been applied for.
- \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- \* Offeror is an agency or instrumentality of a foreign government;
- \* Offeror is an agency or instrumentality of the Federal government;

- (e) *Type of organization.*

- \* Government entity (local);

- (f) *Common Parent.*

- \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- \* Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

9. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: 004148292

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code)  Miami-Dade County Port of Miami 1015 North America Way, 2nd Floor Miami, Florida 33132  _____ Signature	Telephone Number  (305) 347-4842  _____ Date <u>7 Jan 2004</u>
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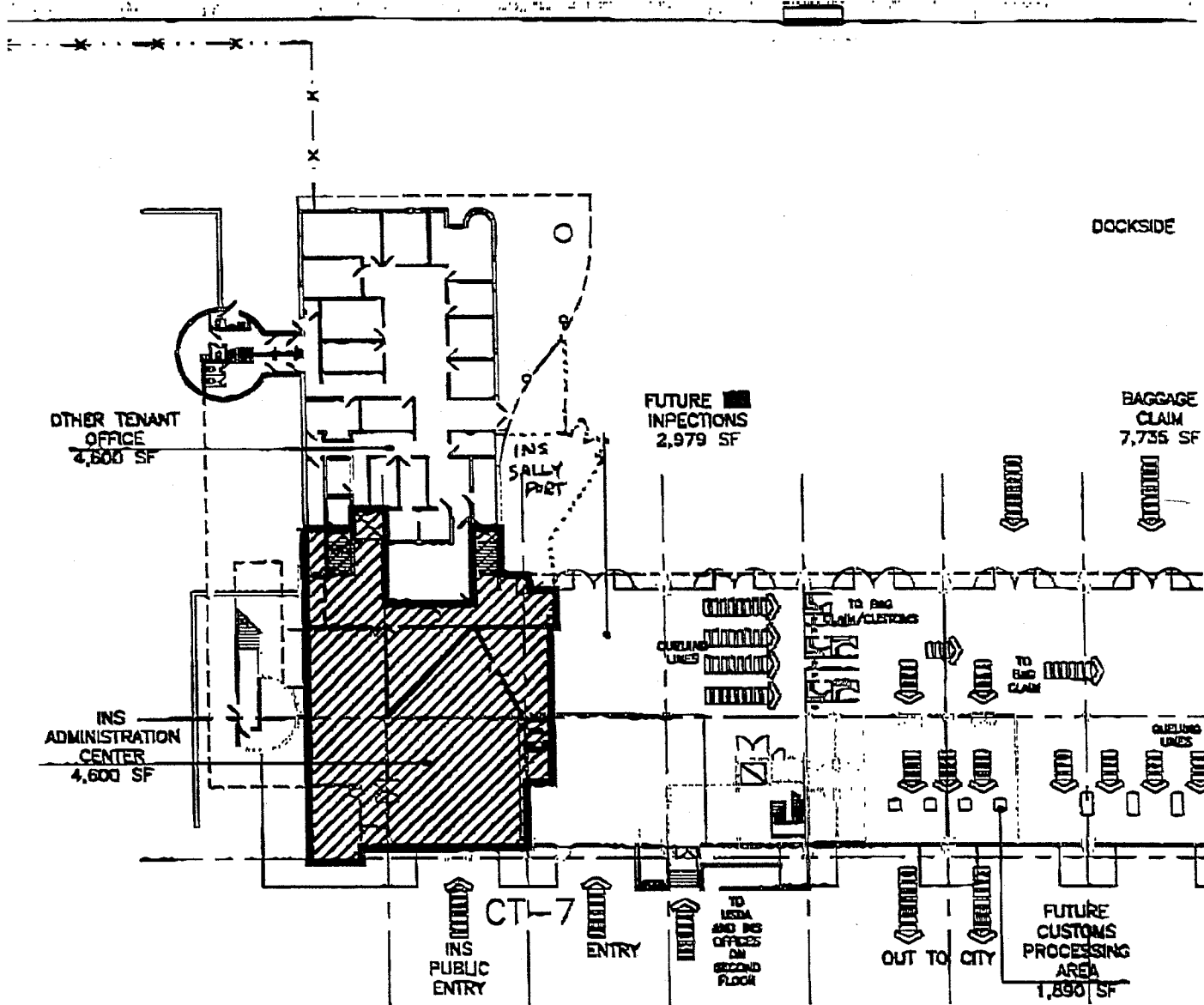
INITIALS:                      &                       
LESSOR GOVERNMENT

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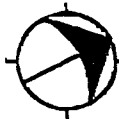
EXHIBIT A  
DESIGN DRAWINGS

# INS

FIRST FLOOR	4,600 S.F.
SECOND FLOOR	13,950 S.F.
TOTAL	18,550 S.F.



NORTH



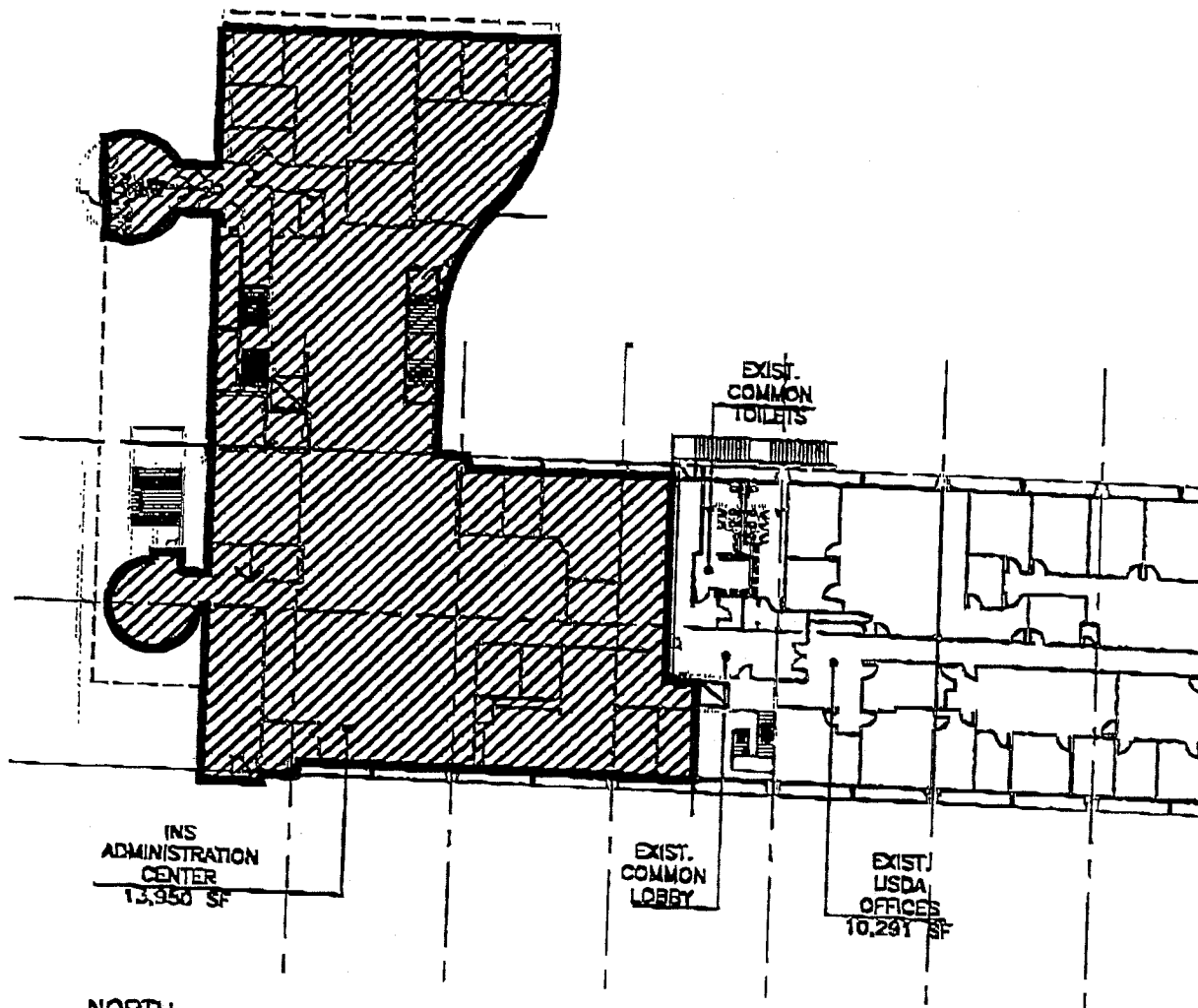
## FIRST FLOOR PLAN

SCALE: 1"=30'-0"

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# SECOND FLOOR PLAN

SCALE: 1"=30'-0"

INITIALS

GOV'T	LESSOR
LL	

#4377 P.002/003

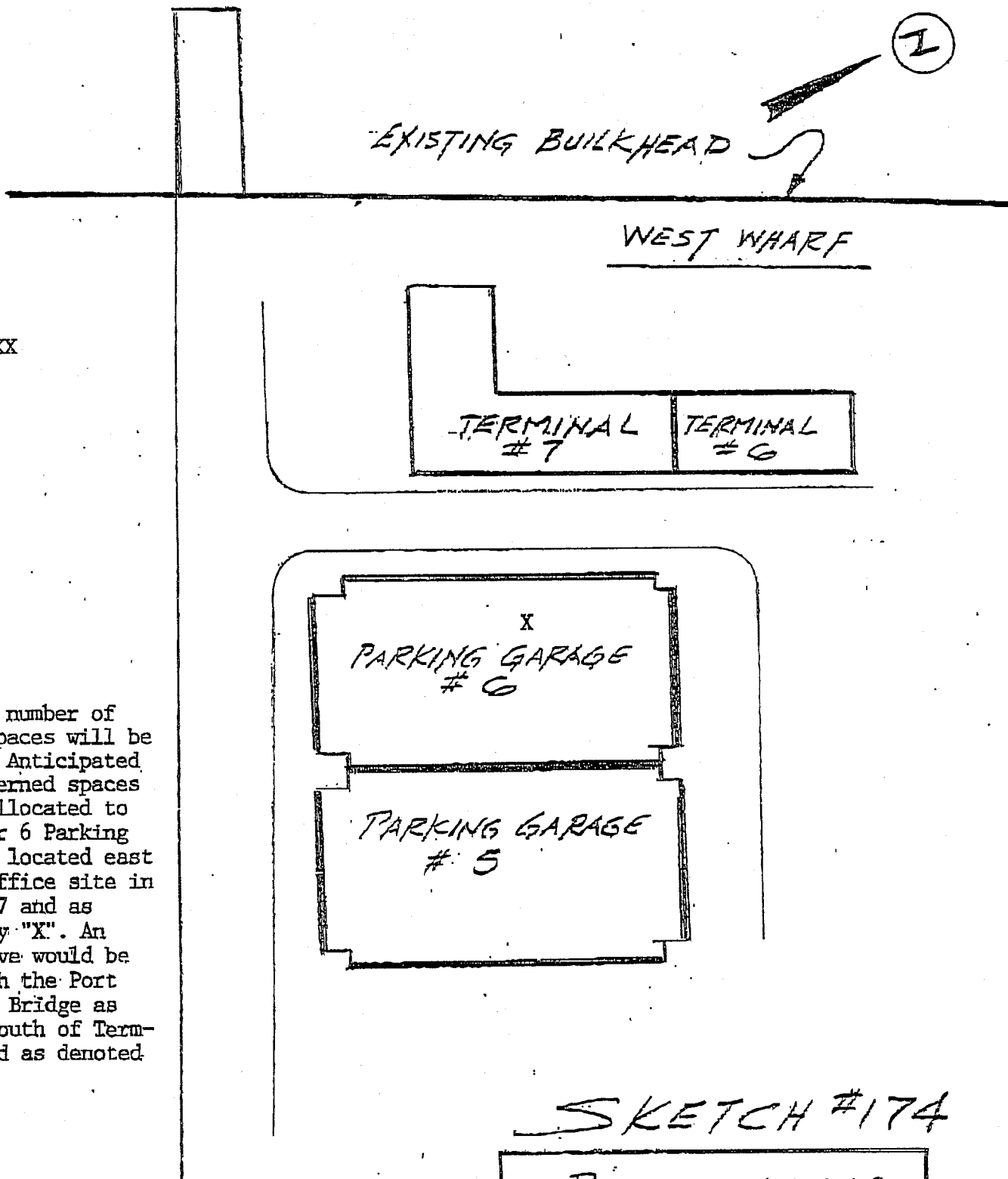
77

EXHIBIT B

PARKING LOCATION

XX

Specified number of parking spaces will be provided. Anticipated that concerned spaces will be allocated to the Number 6 Parking Garage as located east of your office site in Terminal 7 and as denoted by "X". An alternative would be underneath the Port Boulevard Bridge as located south of Terminal 7 and as denoted by "XX".



SKETCH #174

PORT OF MIAMI  
EXISTING SITE  
DEC. 19, 2003

INITIALS

GOV'T	LESSOR
LL	

**EXHIBIT C**

GENERAL DECISION: FL20030001 FL1

Date: June 13, 2003

General Decision Number: FL20030001

Superseded General Decision No. FL020001

State: Florida

Construction Type:  
BUILDINGCounty(ies):  
DADEBUILDING CONSTRUCTION PROJECTS (does not include single  
family homes and apartments up to and including four  
(4) stories)Modification Number      Publication Date  
0                              06/13/2003COUNTY(ies):  
DADE

ASBE0060A 09/01/2002

	Rates	Fringes
ASBESTOS WORKERS/HEAT AND FROST INSULATORS	26.13	6.86

ELEC0349A 06/01/2002

	Rates	Fringes
ELECTRICIANS (Including Fire Alarm Installation): Electrical contracts including materials that are less than \$2,000,000	20.50	4.30 + 8%
Electrical contracts including materials that are over \$2,000,000	22.96	4.30 + 8%

ELEV0071A 11/01/2001

	Rates	Fringes
ELEVATOR MECHANICS	25.285	7.455+A

## FOOTNOTE FOR ELEVATOR CONSTRUCTORS:

- A: Employer contributes 8% basic hourly rate for 5 years  
or more of service or 6% basic hourly rate for 6 months  
to 5 years of service as Vacation Pay Credit; Paid  
Holidays: New Year's Day; Memorial Day; Independence  
Day; Thanksgiving Day; Christmas Day, plus the Friday  
after Thanksgiving.

ENGI0487A 10/01/2001

	Rates	Fringes
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## POWER EQUIPMENT OPERATORS:

Boom Truck Operator	19.23	3.40
Crane (Including Truck Crane)	22.40	3.40
Crane Oiler (Including Truck Crane)	16.15	3.40
Piledrivers	19.25	3.00

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IRON0272B 04/01/2003

	Rates	Fringes
IRONWORKERS:		
Ornamental	19.75	4.70
Reinforcing	19.75	4.70
Structural	19.75	4.70

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PLUM0519A 03/16/2003

	Rates	Fringes
PLUMBERS	22.27	5.68

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PLUM0725A 07/16/2002

	Rates	Fringes
PIPEFITTERS (Including HVAC)	23.95	6.50

---

SFFL0821A 01/01/2003

	Rates	Fringes
SPRINKLER FITTERS	22.40	6.27

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SHEE0032C 03/03/2002

	Rates	Fringes
SHEET METAL WORKERS (Including HVAC duct work)	22.40	6.36

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SUFL1027A 03/04/1999

	Rates	Fringes
ACOUSTICAL TILE INSTALLER	10.00	0.62
BRICKLAYERS/BLOCKLAYERS	15.36	
CARPENTERS (Including Drywall Hanging and Batt Installation)	12.90	2.40
CARPET LAYERS	14.25	
CEMENT MASONS/CONCRETE FINISHERS	14.50	3.15
DRYWALL FINISHERS	12.50	
GLAZIERS	13.05	2.42
LABORERS:		
Unskilled (Including Mason Tending)	8.70	
Pipelayers	13.81	
Plasterer Tenders	10.09	
PAINTERS, BRUSH	9.61	
PLASTERERS	15.05	
POWER EQUIPMENT OPERATORS:		
Backhoe	15.71	2.85
Bulldozer	14.58	2.85
Grader	15.93	2.85
Loader	15.04	2.85
Concrete Pump Operator	14.78	
Roller	12.84	2.85
ROOFERS	9.99	

TILE SETTER	12.50	0.87
TRUCK DRIVERS	10.95	1.83

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

## EXHIBIT D

### SPECIAL PROVISION TO LEASE BETWEEN MIAMI-DADE SEAPORT DEPARTMENT AND U.S. GENERAL SERVICES ADMINISTRATION

1. Installation of Equipment: The Lessee, upon written request, approved in writing by the Department, shall have the right to install, maintain, repair, replace and operate, at its sole cost and expense, in and on the Premises, and between the Premises and other premises leased or used by the Lessee, along such rights-of-way as may be approved by the Department, such computer equipment, communications, and meteorological equipment and facilities, together with required conduits, tubes and power lines, as may be necessary and convenient in the opinion of the Lessee for its operations.

2. Address for Payments: The Lessee shall pay all rentals, fees and charges required by this Agreement as follows:

In Person – To:

Miami-Dade Seaport Department  
1015 North America Way, 2<sup>nd</sup> Floor  
Miami, Florida 33132

During normal business hours, 8:00 A.M. to 5:00 P.M. (Monday through Friday)

By Mail – To:

Miami-Dade Seaport Department  
Attn: Accounting Division  
1015 North America Way, 2<sup>nd</sup> Floor  
Miami, Florida 33132

By Express Mail – To: Miami-Dade Seaport Department  
Attn: Accounting Division  
1015 North America Way, 2<sup>nd</sup> Floor  
Miami, Florida 33132

By Wire Transfer: In accordance with Wire Transfer Instructions provided my Miami-Dade Seaport Department from time to time through Department's Finance Division.

3. Late Payment Charge: In the event the Lessee fails to make any payments, as required to be paid under the provisions of this Agreement, interest shall be paid pursuant to the provisions of the Prompt Payment Act without the requirement of demand or any other action by the Miami-Dade Seaport Department. The right of

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the County to require payment of such interest and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the rights of the County to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

4. County Maintenance: The County shall clean, maintain and operate in good condition the Terminal Building, including, but not limited to, structural and system repairs, maintenance of electrical and mechanical systems, maintenance of walls and ceilings outside the leased Premises, and repair and maintenance of the roof. The County shall keep the public areas in the Terminal Building furnished and will provide therein-adequate light, cold water and conditioned air.

5. County Maintenance Subject to Certain Conditions: Such maintenance by the County may be subject to interruption caused by repairs, strikes, lockouts, labor controversies, inability to obtain fuel, power, or parts, accidents, breakdowns, catastrophes, national or local emergencies, Acts of God, and other conditions beyond the control of the County. Upon any such happening, the Lessee shall have no claim for damages for the County's failure to furnish or to furnish in a timely manner any such maintenance; provided, however, that, if the Premises are so damaged as to significantly impact the Lessee's operation for a period in excess of 72 hours, the Department shall provide a rent abatement for that portion of the Premises rendered unusable for that period of time that the County is unable to make repairs required by County Maintenance. The County shall exercise reasonable diligence to remedy and/or cure any such interruptions, to the extent such interruptions are within the County's control.

6. Rules and Regulations: The Lessee shall comply with all applicable Ordinances of the County, including the Rules and Regulations of the Department, Chapter 28A, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder, all additional laws, statutes, ordinances, regulations, and rules of the Federal, State, and County governments, and any and all plans and programs developed in compliance therewith, and any County Administrative Orders and resolutions of the Board of County Commissioners applicable to operation of the Seaport, which may be applicable to its operations or activities under this Agreement, including specifically, without limiting the generality hereof, Federal safety laws and regulations and Federal, State and County environmental, hazardous waste and materials and natural resources laws, regulations and permits; provided, however, Lessee shall be entitled to challenge the validity or application of any such law, statute, ordinance, regulation, rule or requirement in good faith.

7. Violations of Rules and Regulations: To the extent permitted under the Federal Tort Claims Act (28 USC 2671-2677), and provided jurisdiction is appropriate, the Lessee agrees to pay on behalf of the County any penalty, assessment or fine, issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated

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by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Lessee, its agents, employees or invitees, have, during the term of any prior agreement, this Agreement or any extension hereof or any holdover period of occupancy of the Premises by the Lessee, violated any law, ordinance, regulation, rule or directive described above or any plan or program developed in compliance therewith.

8. Permits and Licenses: The Lessee expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as required, at any time throughout the entire term of this Agreement, by any Federal, State, or County governmental entity or any judicial body having jurisdiction over the Lessee or the Lessee's operations and activities, for any activity of the Lessee conducted on the premises and for any and all operations conducted by the Lessee at the Seaport, including ensuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from the Lessee's operations and activities on the premises have been obtained and are being fully complied with: provided, however, that the Lessee shall not be responsible for obtaining related Certificates of Occupancy for portions of the Premises constructed by the County. Upon the written request of the Department, the Lessee shall provide to the Department copies of any and all permits and licenses required by law, and applications therefor, which the Department may request.

9. Alterations: The Lessee shall not alter the Premises in any manner whatsoever without the prior written approval of the Department. In the event the Lessee is given approval to make alterations to the Premises, the Lessee shall comply with the terms and conditions of such approval, should the Lessee choose to proceed with such alterations as contained in the Department's approval letter, and a failure to do so shall constitute a default.

10. Signage: The Lessee shall not erect, maintain, or display any identifying signs or any advertising matter of any type or kind which is visible to the public without prior written approval of the Department. In the event the Department changes the graphics system for the identification of Lessees at the Seaport, the Department shall pay for the costs of such changes and such costs shall be recovered through Lessee rents, fees, and charges.

11. Indemnification and Hold Harmless: To the extent permitted by Federal law, including specifically the Federal Tort Claims Act (28 USC 2671-2677) and the Equal Access to Justice Act (5 USCS 504), the Lessee shall protect, defend (using attorneys selected by the Lessee), and hold the County and its officers, agents and employees harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including the leased Premises, including all reasonable cost for investigation and defense thereof (including but limited to attorney fees, court costs, and expert fees, through all levels of trial and appellate

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proceedings), of any nature whatsoever arising out of, relating to or resulting from this Agreement and/or the acts or omissions of officers, agents, employees, contractors, subcontractors, licensees, assignees, successors or invitees of the Lessee regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused (i) solely by an Act of God, or (ii) by the negligence or willful misconduct of the County, its officers, employees or agents. The County shall give the Lessee reasonable notice of any such claims or actions. The provisions of this Article shall survive the expiration or early termination of this Agreement.

12. Assignment and Subletting: The Lessee shall not assign, transfer or otherwise encumber this Agreement, nor sublet all or any portion of the Premises, nor, except as may be otherwise authorized, allow others to use the Premises for any commercial purpose. Notwithstanding the preceding sentence, the Lessee shall, without the prior approval of the Department, be permitted to assign or transfer this Agreement if the intended assignee or transferee is the Lessee's parent, a Lessee subsidiary of the Lessee or the Lessee's successor by reason of merger, consolidation or acquisition of substantially all the Lessee's assets. The Lessee must notify the Department, in writing, prior to the assignment or transfer of this Agreement and must provide complete assignee information. In no event shall this Agreement be assigned or transferred to an entity that intends to use the Premises primarily for the purpose of providing maritime services to other Lessees.

13. Termination:

A. Other Defaults: The County shall have the right, upon thirty (30) calendar days prior written notice to the Lessee, to terminate this Agreement upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period, or, if correction cannot reasonably be completed within such thirty (30) day period, the Lessee has commenced substantial corrective steps within such thirty (30) day period and diligently pursues same to completion. Failure of the Lessee to comply with any covenants of this Agreement, other than the covenants to pay rentals, fees and charges when due, and the covenants to provide evidence of insurance coverage.

B. Termination by Abandonment: This Agreement shall be automatically terminated upon the abandonment by the Lessee of the Premises or the voluntary discontinuance of operations at the Department for any period of time exceeding fifteen (15) consecutive calendar days, unless caused by strike, labor disturbance, Act of God, civil disturbance, or governmental order that prevents the Lessee's use of the Premises. The Lessee shall remain fully responsible for all rental and other payments due during any period of abandonment prior to termination, unless caused by strike, labor disturbance, Act of God, civil disturbance or governmental order that prevents the Lessee's use of the Premises.

C. Actions at Termination: The Lessee shall vacate, quit, surrender up and deliver the Premises to the County on or before the termination date of this

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Agreement, whether by lapse of time or otherwise. The Lessee shall surrender the Premises in good condition, normal wear and tear excepted. All repairs for which the Lessee is responsible shall be completed prior to surrender. The Lessee shall deliver to the Department all keys to the Premises upon surrender. On or before the termination date of this Agreement, except in the instance of termination pursuant to Termination for Abandonment, in which event the Lessee shall be allowed up to five (5) calendar days from date of termination, and provided that the Lessee is not in default in the payment of any rentals, fees, or charges required to be paid herein, the Lessee shall remove all of its personal property from the Premises. Any personal property of the Lessee not removed in accordance with this Article may be removed by the Department for storage at the cost of the Lessee. Failure on the part of the Lessee to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County.

Upon termination of this Agreement, the Lessee shall, at its expense, take all actions required by Federal laws to remove from the Premises any hazardous substance or environmental contaminant it knowingly brought or permitted onto the Premises, whether stored in drums, or found in vats, containers, or the like, and properly place out of service and/or abandon any vessel(s) used to store such substances or contaminants in accordance with applicable Federal law. All such substances and contaminants shall be removed by the Lessee in a manner approved and authorized by such Federal laws.

D. Right to Show Premises: At any time after the Lessee has been given notice of termination or default, pursuant to Termination or other applicable provisions of this Agreement, the County shall have the right to enter on the Premises for the purpose of showing the Premises to prospective tenants or users upon prior notice of not less than forty-eight (48) hours.

E. Other Terminations: This Agreement shall be subject to termination by the County or the Lessee in the event of any one or more of the following:

(1) The permanent abandonment of the Port of Miami.

(2) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Seaport, or any substantial part or parts thereof, in such a manner as to substantially restrict the Lessee from operating therefrom for a period in excess of ninety (90) consecutive days, provided that nothing contained herein shall be deemed to constitute a waiver by the Lessee of any right it may have against the United States to just compensation in the event of any such assumption.

(3) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Seaport, and the remaining in force of such injunction for a period in excess of ninety (90) days.

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14. Security: The Lessee acknowledges and accepts full responsibility for any improvements on or within the Premises, its equipment and property thereon and control of access to the Secure Area through the Premises by persons and vehicles. The Lessee fully understands and acknowledges that any security measures deemed necessary by the Lessee for the protection of said Premises, equipment and property and access through the Premises shall be the sole responsibility of the Lessee and shall involve no cost to the County. Lessee shall provide the Department with a copy of its security plan applicable to the Seaport at which it operates, upon request of the Department.

15 Special Programs: The Lessee shall ensure that all employees at the Seaport so required participate in such safety, security and other training and instructional programs, as the Department or appropriate Federal agencies may from time to time require.

16 Vehicle Permit and Company Identification: Motor vehicles and equipment of the Lessee operating in the Secure Area must have an official motor vehicle permit issued pursuant to Section 28A of the Miami-Dade County Code and any operational directives issued by MDPD or USCG. In addition, company identification must be conspicuously displayed thereon.

17 Right to Search:

A. The Lessee agrees that its vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter or leave while in the Secure Area.

B. It is further agreed that the Department has the right to prohibit an individual, agent, or employee of the Lessee from entering the Secure Area, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, sabotage, or other unlawful activities, including repeated failure to comply with Miami-Dade Seaport control policies, rules and regulations.

C. The Lessee acknowledges and understands that these provisions are for the protection of all users of the Seaport and are intended to reduce the incidence of thefts, cargo tampering, sabotage, and other unlawful activities at the Seaport.

18 Additional Security Requirements: Notwithstanding the specific provisions of this Article, County shall have the right to add to, amend or delete any portion hereof in order to meet reasonable security requirements of the Miami-Dade Seaport Department or of the U.S. Coast Guard.

19. Compliance by Lessee's Contractors: Lessee's Responsibility for

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Security Failures: Lessee agrees that it will include in all contracts and subcontracts with its Seaport contractors, subcontractors, service providers and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Seaport or of the U.S. Coast Guard.

20. Control of Employees: The Lessee shall properly control the actions of its employees at all times that said employees are working at the Seaport, ensuring that they present a neat appearance and discharge their duties in a courteous and efficient manner and that they maintain a high standard of service to the public. Lessee agrees to properly instruct its employees on all security requirements applicable to their actions at the Seaport and the remedies, penalties and sanctions that may result from a failure to comply with such security requirements. Lessee acknowledges that any employee of Lessee failing to comply with applicable security requirements shall be individually subject to remedies, penalties and sanctions provided in security provisions then applicable to their actions and that such remedies may include, but not be limited to, arrest and incarceration following conviction at trial, administrative meetings and hearings, fines, compulsory remedial training, and temporary or permanent loss of access privileges at the Seaport

21. Use of Public Facilities: The Lessee acknowledges and agrees that the County has provided certain facilities, such as terminal seating areas, holding rooms, rest rooms and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Seaport tenants and commercial users. The Lessee shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be in contact with the traveling public, those providing passenger services and those doing so as part of regular assigned duties.

22. Lessee's Responsibility for Employee Violations: In the event the Lessee is in default of the covenants in Articles on Control of Employees and Use of Public Facilities for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to revoke or suspend the ID Badge, when applicable, of any such employee.

23. Governing Law: Venue: This Agreement shall be deemed and entered into in the State of Florida and will be construed in accordance with the laws of the State of Florida. This Agreement shall be governed in accordance with Federal law. Venue for any action brought pursuant to this Agreement shall be pursuant to the Contract Disputes Act of 1978 (31 USC 601 (2002)), as referenced in the GSA's General Clauses, GSA Form 3517.

24. No Representation: The County makes no representation, warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that County will not be responsible for any loss, damage, or costs which may be incurred by the Lessee by reason of any such physical condition.

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25. Heading: Any headings preceding the text of any articles, paragraphs, or sections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

26. Authorized Uses Only: The Lessee shall not use or permit the use of the Seaport for any illegal or unauthorized purpose.

27. Binding Effect: The terms, conditions, and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

28. Subordination to Federal Requirements:

A. This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Seaport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Seaport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Seaport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to, or assumption of control by, the United States of America shall be suspended.

B. This Agreement shall be amended by the parties from time to time in order to comply with Federal laws or regulations as they may be enacted, issued or amended from time to time. The parties agree that nothing in this Agreement shall compel a party to comply with a provision that is then in violation of or conflict with Federal laws or regulations as they may be enacted, issued or

amended from time to time.

29. Notices: All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the County or Seaport Department:

Port Director  
Miami-Dade County Seaport Department  
1015 North America Way, Suite 200  
Miami, Florida 33132

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Also:

Property Manager  
Miami-Dade County Seaport Department  
1015 North America Way, Suite 200  
Miami, Florida 331342

As to the Lessee:

Steve D. Dietz, Contracting Officer  
U.S. General Services Administration  
7771 W. Oakland Park Boulevard  
Sunrise, Florida 33351

except for routine notices and letters sent to other addresses as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt. If any such notices are returned to the Seaport as being undeliverable to the party whose name and address are provided above or as amended in writing by the Lessee, or if the Lessee has failed to identify any Lessee representative above, then in either of such circumstances hand delivered notices shall be deemed received by the Lessee when presented to the local management representative of the Lessee, including, but not limited to, Lessee's Manager at the Seaport.

30. Rights Reserved: Rights not specifically granted the Lessee by this Agreement are reserved to the County.

31. Rights of County at Seaport: Except as may be provided by agreement between the parties, the County shall have the absolute right, without limitation, to make any repairs, alterations, and additions to any structures and facilities at the Seaport. The County shall, in the exercise of such right, be free from any and all liability to the Lessee for business damages occasioned during the making of such repairs, alterations, and additions.

32. Rights to be Exercised by Department: Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

33. No Waiver: There shall be no waiver of the right of either party to demand strict performance of any of the provisions, terms, and covenants of this Agreement nor shall there be any waiver of any breach, default, or non-performance hereof by either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver, or course of dealing shall not affect the right of either party to demand strict performance of the provisions, terms, and covenants of this Agreement with respect to any subsequent event or occurrence of any subsequent breach, default, or non-performance hereof by the other party.

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34. Severability: If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

35. Inspections: The authorized employees and representatives of the County and of any applicable Federal, State, or State agency having jurisdiction hereof shall have the right of access to the Premises at all reasonable times for the purposes of inspection and testing to determine compliance with the provisions of this Agreement. This right of inspection and testing shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

36. Quiet Enjoyment of Others: The Lessee shall control the actions of its employees, agents, invitees, and those doing business with it, so as to not annoy, disturb, or be offensive to others and to provide the service hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Seaport.

37. Modification of Agreement: None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement supersedes any prior agreements between the County and the Lessee with respect to the lease of Seaport premises, except for any obligations of the Lessee, which expressly, under contract or law, survive the termination of such agreements.

38. Timeliness: Any provision of timeliness imparted on the Lessor as found throughout the Government's SFO and Form 3517B shall be amended to, "as soon as possible".

39. Adjustment for Vacant Premises: As provided for in Paragraph 3.10 of the Government's SFO, the Lessor will reduce the rental rate only to the extent that the property vacated can be leased to another party acceptable to the Lessor and the Government to account for any lost revenue to the Department.

40. CAD As-Built Floor Plans: As provided for in Paragraph 4.8 of the Government's SFO, the Lessor, through its agent, will supply the required plans on the latest release of AutoCAD that same has in operation at the time the plans are generated.

41. Partitions: Subdividing: As provided for in Paragraph 5.13 of the Government's SFO, the Government shall provide a Partition Plan prior to the HVAC being balanced and the lighting installed. Any costs associated without will be borne by the Government.

42. Telephone and Data: Distribution and Equipment: As provided for in Paragraph

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6.10 and 6.11 of the Government's SFO, it is understood that the specified telephone and/or data closets will remain in place as currently located and as such may not be vertically stacked.

43. Elevators: As provided for in Paragraph 6.14 of the Government's SFO, no freight elevator is in existence nor will same be provided.

44. Janitorial Services: As provided for in Paragraph 7.5 and 10.1 of the Government's SFO, the Government specifies that cleaning shall be performed during tenant working hours. As such, it is understood that cleaning operations (janitorial services) will or may result in an inconvenience to the tenant's employees, visitors, and other users with regards to dust, noise, users having to temporarily move to accommodate janitorial staff, and the like. The Lessor will not be responsible for services that, at the request or insistence of the Government must be done at a later time during normal working hours, during after-hour periods, or not at all. Should services have to be performed at times not normally scheduled, the cost for same will be borne by the Government.

45. Non-Compliance With Agreement Provisions: If the Premises do not in some respect comply with the provisions of this Agreement, the contracting officer shall notify the Lessor in writing of the specific items that are not in compliance. The Lessor shall have thirty (30) days to correct the defect. Only if the defect is not cured within thirty (30) days may the Government elect to reduce the rent pursuant to Paragraph 10(b) or exercise the provisions contained in Paragraph 15, of the General Clauses (GSA Form 3517B).

46. Term: 5 years with rental rate payment to the Port calculated on rentable square footage based on computation on Government's Rate Structure Worksheet. Second (2<sup>nd</sup>) through fifth (5<sup>th</sup>) years will include CPI adjustments on the operating expense portion of the rental rate of which will never be lower than \$7.00 per square foot.

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